**BRUHAT BENGALURU MAHANAGARA PALIKE**

# TENDER DOCUMENT – KW4

(WORKS COSTING MORE THAN Rs. 100 LAKHS)

**Name of Work:** - Improvements to roads and foothpaths at yelahanka new town 4th phase 5th phase and Industrial areas in ward no 03 of Yelahanka new town sub division (Package No 14)

Estimate Cost: 600.00 Lakhs

**BRUHAT BENGALURU MAHANAGARA PALIKE**

No: BBMP/EE/YNK.D/E-PMT/01/2021-22

Office of the Executive Engineer
Yelahanka division, Bangalore – 5600
Dated : **21-04-2021**

## INVITATION FOR TENDER (IFT)
## (Short term- Tender Notification)
## (Two Cover System)
## (Through **GOK e–Procurement Portal** only)

1. The Executive Engineer Yelahanka Division invites tenders on behalf of the commissioner, BBMP, Bengaluru from eligible Tenderers for the construction of works detailed in the table below. The tenderers may submit tenders for works given in the table through e-procurement portal of the Government of Karnataka (viz https://eproc.karnataka.gov.in).The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers to qualify for award of the contract **as per standard tender document KW-01, KW-2, KW-3 and KW-4**
2. Tenders must be accompanied by Earnest Money Deposit specified for the work in the table below. Earnest money deposit will have to be submitted EMD Declaration Copy (As per Government order No:FD/675/expe-12/2020 Bangalore Dated 22-12-2020)
3. Tenders must be submitted online through e-procurement portal on or before 16.00 hours on **13-05-2021** and the opening of tenders will be as per the e-procurement portal guidelines.
4. GST Shall be Paid to the tendered amount separately
5. Other details can be seen in the tender documents.

| Sl. No. | Name of the Work | Est. Cost in Lakhs | Category | Cost of Tender form in Rs. (Non-Refundable) | Period of Completion |
|---|---|---|---|---|---|
| 1 | Development of Foothpath on Major Sandeep Unnikrishnan Road and Resurfacing of roads at Judicial layout in ward NO 04 of Yelahanka Division (Package -10) | 500.00 | - | As per e-Procurement Portal | 06 Months |
| 2 | Comprehensive Development of balance roads and drains at Aditya Nagara Ananthapura Nisarga layout, Mahalakshmi layout yelahanka new town 4th and 5th phase Doddabettahalli village, Kaveri layout and surrounding areas in ward no 03 and 04 of yelahanka Division (Package No 11) | 900.00 | - | As per e-Procurement Portal | 06 Months |
| 3 | Comprehensive Development of roads and drains at Kaveri Layout, AMS Layout, Aditya Nagara 1st | 1000.00 | - | As per e-Procurement Portal | 06 Months |

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| | | | | | |
|---|---|---|---|---|---|
| | and 2nd stage Doddabettahalli, Yelahanka 4th Phase and Muneshwara Layout and surrounding areas in ward No 03 of Yelahanka Division (Package No 12) | | | | |
| 4 | Asphalting of Roads and Improvements to Foothpaths at Someshwara nagara, Sharada Nagara, MIG 3rd Phase and LIG sanitory core Yelahanka A sector, B sector and Judicial Layout in ward No 04 of Yelahanka new town sub division. (Package No 13) | 600.00 | - | As per e-Procurement Portal | 06 Months |
| 5 | Improvements to roads and foothpaths at yelahanka new town 4th phase 5th phase and Industrial areas in ward no 03 of Yelahanka new town sub division (Package No 14) | 600.00 | - | As per e-Procurement Portal | 06 Months |
| 6 | Shifting of interts from Mavallipuram Plant to Mittaganahalli Go Sl No 36 | 1248.00 | - | As per e-Procurement Portal | 12 Months |
| 7 | Providing Street Name Boards in ward No 04 of Yelahanka Satellite Town Sub Division. | 50.00 | SC | As per e-Procurement Portal | 03 Months |
| | 2nd Call | | | | |
| 8 | Improvements to kalyani at yelahanka lake in kempegowda ward no -01 | 100.00 | - | As per e-Procurement Portal | 06 Months |
| 9 | Construction of Samudaya Bhavana at Puttenahalli Colony in Chowdeshwari ward No 02 | 30.00 | Others | As per e-Procurement Portal | 06 Months |

**Note: Eligibility & Class of Contractors:**

1) Class IV - Upto Rs 01.00 Lakh
2) Class III - Upto Rs 10.00 Lakhs
3) Class II - Upto Rs 25.00 Lakhs
4) Class I B - Upto Rs 100.00 Lakhs
5) Class I - Any amount

**Calendar of events:**

- Pre bid meeting will be held on **03-05-2021** at 15.00 hours in the office of the Executive Engineer (Yelahanka Division) to clarify the issue and to answer questions on any matter that may be raised at that stage as stated in "Instructions to Bidders" of the bidding document.
- Date of Opening of Technical Bids and Financial Proposals is **15-05-2021 after 16:00 hours**

**ESSENTIAL CONDITIONS:**

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**Document KW 1 & 2** also Tenderers are advised to go through the Standard Bid Documents.

19. Any Corrigendum / Modification will be notified in the Notice Board of the Undersigned.
20. The BBMP reserves the right to accept/reject any or all tenders without assigning any reasons what so ever.
21. **Successful Tenderer should deliver to the employer a security deposit equivalent 3% of the Contract price in form of DD / Bank Guarantee in favour of Commissioner BBMP otherwise action will be initiated as per Standard Bid document clauses.**
22. **An additional security for unbalanced bids (difference amount 50%) in the form of DD/ Bank Guarantee to be submitted in favour of Commissioner BBMP to the undersigned before opening of the technical bid otherwise there bids will be rejected.**
23. The Tender Accepting Authority shall have the power to accept or to reject any tender without assigning any reason thereof.
24. GST will be paid to the tendered amount separately only for 2018-19 schedule of rates and for GST/VAT is included in other than 2018-19 schedule of Rates.
25. As per Government Circular No. CI 81 MMN 2014 Dt: 18.02.2014 & ಗಭೂಇ:ಡಿಸಿಬಿ/ಕಗಗು/ರಾ.ಪ.ಕೋ/2013–14 ದಿನಾಂಕ: 13.03.2014 the contractors are liable to pay royalty in terms of the contract if they are not able to produce the materials purchased document / MDP's from where they purchase.
26. Black Listed Contractors / in Govt. / Quasi Govt. / Boards / BBMP etc., are not eligible to quote, if found such Tenders will be rejected.
27. All the participants should produce all the original documents for verification whenever necessary.
28. The work shall be carried out as per the directions of the BBMP and if necessary in coordination with BESCOM, BWSSB, Other Utility Agencies and Engineer in charge of Work.
29. No Joint Venture / Consortium is permissible.
30. The Work shall be commenced with all Men and Machinery within 7 days from the Date of Work Order, failing which it would be presumed that the Successful Tenderer is not interested in the Work and Action will be taken to get the Work executed through Alternate Agency at the risk and cost of the Former Tenderers.
31. Conditional Tenders will not be entertained and they are summarily rejected.
32. Further particulars can be had from the office of the Executive Engineer, Yelahanka Division, and BBMP during the working days between 10.00 A.M. to 5.30 P.M.
33. The Construction Debris Generated from Work Shall be dumped in Designated Dumping Yards Only.
34. If the Contractor has any liability whatsoever to the BBMP / Govt the same will be deducted from the Contractors bills.
35. Bidder shall submit the bids electronically before the stipulated date and time for the submission published in e-procurement portal. No tenders can be submitted after the due date and time as the portal will not accept late tenders.
36. The contractor / supplier can modify and correct or upload any other relevant document in the portal before last date and time of submission on e-portal. No modifications or withdrawal of tender is possible the closing time of the submission of the tender.
37. In the event of the specified date of tender opening being declared a holiday for the tender inviting authority, the tenders will be opened the next immediate working day.
38. As per Commissioner inter Office Note No:D/ಪಆರ್/1629/18-19 Dated:18-08-2018. The Contractors to Implement/Entrusted the works in 3 shifts round the clock.
39. Bidders Should Submit the **one set of Hard Copy with spiral Binding of all documents which are uploaded in the e-portal to this office before opening the technical bid.** Otherwise their bid will be rejected.
40. The Bidder /Contractors should shall not Quote below the minimum labour rates prevailing @ the time of Tender Notification. If so they shall be provide the Rate Analyses for the same. (To be uploaded in e-procurement plat form).
41. The Works reserved for SC/ST category relaxation of Tender clauses will be applicable as per Government order No: FD 876 Exp-12/2017, Dated: 10-10-2017.

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2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices [illegible] by the Government of Karnataka / BBMP

2.2 **Tenders from Joint ventures are not acceptable.**

**3. Qualification of the Tenderer:**

3.1 All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification information.

3.2 To qualify for award of this contract, each Tenderer in its name should have in the last five years (i.e. 2015-16 to 2019-20)

*(a)* achieved in at least two financial years a minimum financial turnover (in all classes of civil engineering construction works only) of **Rs.10.04 Crores**

(b) satisfactorily completed (at least 50% of the contract value) as prime contractor, at least one similar Civil work such as Improvements to roads & drains, footpath works of value not less than **Rs. 251.00 lakhs**

*(c)* executed in any one year, the following minimum quantities of work:[1]

| Sl. No | Description | Unit | Quantity |
|---|---|---|---|
| 1 | Earthwork excavation | Cum | 3075.2 |
| 2 | PCC / RCC | Cum | 2472.55 |
| 3 | TMT Steel | Tonne | 90.725 |
| 4 | Pre Cast covering Slab | Sqm | 2249.23 |
| 5 | Kerb stones | Nos | 7882.0 |
| 6 | Dense Graded BM & BC | Cum | 135.56 |
| 7 | Wet Mix Macadam | Cum | 139.14 |

Note: Certified Contractors Bill Copies shall be uploaded (Admitted Bill Copies)

(d) The Tenderer or his identified sub-contractor should possess required valid electrical license for executing building electrification works and should have executed similar electrical works totaling Rs. ..... *(usually not less than 50% of the electrical works)** in any one year;[2]

(e) The Tenderer or his identified sub-contractor should possess valid license for executing water supply/sanitary engineering works and should have executed similar water supply/sanitary engineering works totaling Rs..... *(usually not less than 50% of the water supply/sanitary engineering works)** in any one year;[3]

3.3 Each Tenderer should further demonstrate:

**(a)** Availability by owning critical equipment and at least 50% of the required/specified key equipment for this work and the remaining 50% can be deployed on lease/hire basis for all works provided the relevant documents (commitment agreements etc.) for availability for this work are furnished.

| Sl No | Description of equipment | Qty | Ownership |
|---|---|---|---|
| 1 | Hot Mix plant | 1No | Own/lease |
| 2 | Excavator | 2 No | Atleast 50% own |
| 3 | Concrete Mixer Machine | 2 No | Own |
| 4 | Needle Vibrator | 4 No | Own |
| 5 | Water tanker | 2 No | Own |
| 6 | Tippers | 4 No | Atleast 50% own |

**(b)** Liquid assets and /or availability of credit facilities of not less than **Rs. 1.50 Crores** (Credit lines/ letter of credit/ certificates from banks for meeting the fund requirement etc.

3.4 To qualify for a package of contracts made up of this and other contracts for which tenders are invited in this IFT, the Tenderer must demonstrate having experience and resources to meet the aggregate of the qualifying criteria for the individual contracts.

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Employer's response will be forwarded to all purchasers of the tender documents, including a description of the enquiry but without identifying its source.

8.2 **Pre-tender meeting:**

8.2.1 The tenderer or his authorized representative is invited to attend a pre-tender meeting which will take place at **The Office of the Executive Engineer , Yelahanka Div, Bangalore – 560064 on 03-05-2021 at 15.00 Hrs**

8.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage

8.2.3 The tenderer is requested to submit any questions in writing or by cable to reach the Employer not later than **2 days before Pre bid meeting.**

8.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the tender documents. Any modification of the tender documents listed in Sub-Clause 7.1 which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 and not through the minutes of the pre-tender meeting.

8.2.5 Non-attendance at the pre-tender meeting will not be a cause for disqualification of a tenderer.

**9. Amendment of Tender documents**

9.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda.

9.2 Any addendum thus issued shall be part of the tender documents and shall be communicated in writing or by cable to all the purchasers of the tender documents.

9.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders, in accordance with Sub-Clause 16.2 below.

## C. Preparation of Tenders

**10. Documents comprising the Tender**

10.1 The tender submitted by the Tenderer shall be in two covers and shall contain the documents as follows:

**10.1.1 First Cover:**
(a) Earnest Money Deposit;
(b) Qualification Information as per formats given in Section 3;

**10.1.2 Second Cover:**
(a) The Tender (in the format indicated in Section 4)
(b) Priced Bill of Quantities (Section 9);
and any other materials required to be completed and submitted by Tenderers in accordance with these instructions. The documents listed under Sections 3, 4, 6 and 9 shall be filled in without exception.

10.2 Tenderers submitting tenders together with other contracts stated in the IFT to form a package will so indicate in the tender together with any discounts offered for the award of more than one contract.

**11. Tender prices**

11.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.

11.2 The Tenderer shall fill in rates and prices and line item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total tender price (both in figures and words). **Items for which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.** Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

11.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.

11.4 The rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with the provisions of Clause of the Conditions of Contract

12 **Tender validity**

| Other Party (ies) | Employer | Details of dispute | Amount involved | Remarks showing present status |
|---|---|---|---|---|
| | | | | |

1.13 The proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.

## SECTION 4: FORMS OF TENDER, LETTER OF ACCEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM

### Form of Tender

Description of the Works: .....
.....
(To be filled in by the Employer before issue of the Tender document)

**Tender**

To : .....

Address .....
.....
(To be filled in by the Employer before issue of the Tender document)

GENTLEMEN,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of ..... *[in figures]* (.....) *[in letters]*.[9]

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

The advance payment required is Rs.....

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory:

Name of Tenderer _____
Address: ----------
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### Letter of Acceptance

(letterhead paper of the Employer) .....[date]

[9] To be filled in by the Tenderer, together with his particulars and date of submission at the bottom of the form of Tender.

## Agreement

This agreement, made the .....day of .....20....., between.....

.....[name and address of Employer] (hereinafter called "the Employer") of the one part and

.....

.....[name and address of contractor] (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute

.....

[name and identification number of Contract] (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
   - i) Letter of Acceptance;
   - ii) Notice to proceed with the works;
   - iii) Contractor's Tender;
   - iv) Contract Data;
   - v) Conditions of contract (including Special Conditions of Contract);
   - vi) Specifications;
   - vii) Drawings;
   - viii) Bill of Quantities; and
   - ix) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of

.....

Signed, Sealed and Delivered by the said

.....

.....

in the presence of:

Binding Signature of Employer

.....

Binding Signature of Contractor

.....

arising out of the Contractor's performance of the Contract including the Contractor's liability for damage to the Employer's property other than the Works and

(c) for liability of both Parties and of any Employer's representative for death and injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their Employees.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Employer for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

13.3 If the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub-clauses or fails to provide satisfactory evidence, policies or receipts, the Employer may without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor. If no payments is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of insurance shall not be made without the approval of the Employer.

13.5 Both Parties shall comply with any conditions of the insurance policies.

**14. Site Investigation Reports:**

14.1 The Contractor, in preparing the tender, shall rely on any site investigation reports referred to in the Contract data, supplemented by any information available to the Tenderer.

**15. Queries about the Contract Data**

15.1 The Employer will clarify queries on the Contract Data.

**16. Contractor to construct the Works**

16.1 The Contractor shall construct the Works in accordance with the Specification and Drawings.

**17. The Works to be completed by the Intended Completion Date**

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Intended Completion Date.

**18. Approval by the Employer:**

18.1 The Contractor shall submit Specification and drawings showing the proposed Temporary Works to the Employer, who is to approve them if they comply with the Specifications and Drawings.

18.2 The Contractor shall be responsible for the design of Temporary Works

18.3 The Employer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

18.4 The Contractor shall obtain approval of third parties to the design of third parties to the design of the temporary Works where required.

18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Employer before their use.

**19. Safety**

19.1 The Contractor shall be responsible for the safety of all activities on the Site.

**20. Discoveries**

20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

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39.1 The rates quoted by the Contractor shall be deemed to be exclusive of [illegible] the Contractor will have to be paid for the performance of this Contract. The Employer [illegible] duties in regard to the deduction of such taxes at source as per applicable law.

40. **Price Adjustment:**

**GO-1 (As per the G.O. No.FD 3 PCL 2008, Bangalore, Dated: 21.11.2008)**

If the period of execution is more than 6 months but less than or equal to 12 months for work costing more than Rs.50 lakhs, star rates in respect of specified materials (cement, steel and bitumen) only shall be payable to the contractor based on the all India average wholesale price index for the said materials. The star rates adjustment shall be as per the increase or decrease in the index as applied to the said materials between the last date for receiving bids and the date of execution as per the approved programme of works submitted by the contractor at the time of execution of agreement which shall mandatorily be a part of the agreement.

**Government order-02.GO.N.791 Exp-12/2015.dated.26.02.2016 Bangalore** – Provision for price adjustment for specified materials for works – is under clarification as per Government order action taken.

40.1 Contract price shall be adjusted for increase or decrease in rates and prices of labour, materials, fuels and lubricants in accordance with the following principles and procedures and as per formulae given in the Contract Data.[10]

(a) The price Adjustment shall apply for the work done from the date of commencement up to the end of original period of completion or extensions granted by the Employer and shall not apply to work carried out beyond the stipulated period of completion for reasons attributable to the Contractor;
(b) Price Adjustment shall be admissible from the date of opening of tenders (original or extended)
(c) The price adjustment shall be determined during each quarter from the formulae given in Contract Data.
(d) Following expressions and meanings are assigned to the work done during the quarter:

R = Total value of work done during the quarter. It will exclude value for works executed under variations for which price adjustment (if any) will be worked out separately based on the terms mutually agreed.

40.2 To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other Clauses in the Contract, the unit rates included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

41. **Liquidated damages**

41.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the Contract Data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

41.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

42. **Advance Payments:** Refer Section 6: Contract Data

43. **Securities:**

43.1 The Security deposit (including additional security for unbalanced tenders) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Employer. The Security deposit shall be valid until a date 30 days from the date of expiry of Defects Liability Period and the additional security for unbalanced tenders shall be valid until a date 30 days from the date of issue of the certificate of completion.

44. **Cost of Repairs:**

44.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

## E. Finishing the Contract

45. **Completion**

45.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

46. **Taking over**

46.1 The Employer shall take over the Site and the Works within seven days of issuing a certificate of Completion.

47. **Final account**

[10] Refer GOK Order No.FD 59 Pro.Cell 2004, Bangalore Dated 26th November 2004

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**Annexure:**

**LIST OF ORGANIZATIONS WHO ARE CONSIDERED AS APPOINTING AUTHORITY FOR APPOINTMENT OF ARBITRATORS[11]**

1. Indian Council of Arbitration, New Delhi;
2. International Centre for Alternative Disputes Resolution (India);
3. Indian Roads Congress;
4. Indian Building Congress;
5. Indian Institute of Bridge Engineers;
6. Indian Institute of Public Health Engineers;
7. Institute of Water Works

## SECTION 6: CONTRACT DATA

**Items marked "N/A" do not apply in this Contract.**

| Reference | Clause |
|---|---|
| The following documents are also part of the Contract: | |
| • The Schedule of Operating and Maintenance Manuals | [48] |
| • The Methodology and Program of Construction | [25] |
| • Site Investigation Reports | [14] |
| • The Schedule of Key and Critical Equipment to be deployed on the work as per agreed program of construction. | [25] |

The Employer is: [1.1]

Name: The Commissioner
Address: BBMP, N.R. Square Bangalore-02
Name of authorized Representative: Executive Engineer
Yelahanka Division
CMC road Yelahanka old town
BBMP, Bangalore – 560064.

The name and identification number of the Contract is Improvements to roads and foothpaths at yelahanka new town 4th phase 5th phase and Industrial areas in ward no 03 of Yelahanka new town sub division (Package No 14)

The start date shall be the date of issue of notice to proceed with the work. [1.1]

The Intended Completion Date for the whole of the Works is 6 **months**[12] with the following milestones

Milestone dates:
Physical works to be completed Period from the date of issue of Notice to proceed with the work

**Milestone 1 i.e Financial Progress for Rs. 1.52 Crores within 02 Months from the date of work order (33%)**
**Milestone 2 i.e Financial Progress for Rs. 3.02 Crores within 04 Months from the date of work order (66%)**

**Milestone 3 i.e Financial Progress for Rs. 5.02 Crores within 06 Months from the date of work order (100%)**

[21]

The Site Possession Date is:[13] **Date of work order**

[11] Add any other Organization considered suitable.
[12] At the time of preparation of the tender document give the period required for completion of whole work and the milestones. When the Agreement is drawn after award of contract the dates can be put in.

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**Bruhat Bangalore Mahanagara Palike**

mprovements to roads and foothpaths at yelahanka new town 4th phase 5th phase and Industrial areas in ward no 03 of Yelahanka new town sub division (Package No 14)

**Schedule-B**

| Description of work | Unit | Total Quantity as per Estimation | Rate as per estimate in Rs. | |
|---|---|---|---|---|
| | | | In Figures | In Words |
| Removing and refixing stone slabs of drains and pointing in CM (1:3) (P.No-27,I No-5.33) | Sqm | 2076.42 | | |
| KSRRB300-1. Earthwork excavation by manual means for roads, drains & similar works in ordinary soil excavated surface levelled and sides neatly dressed, the disposed earth to be levelled neatly after breaking of clods complete as per specifications.(I.NO 19.1,Page no 143 SR 2018-19) | Cum | 3844.17 | | |
| KSRRB M2100-10. Providing and laying Plain cement concrete of mix 1:3:6 with OPC @ 220kgs, with crushed 40mm and down size graded granite metal coarse aggregates @0.89cum and fine aggregates @ 0.46cum, in foundation mechanically mixed, placed in foundation and compacted by vibration including curing for 14 days including cost of all materials, labour, HOM curing, form works, scaffolding and centering complete as per specifications. (P.No-222,I No-27.18 of PWD BCSR 2018-19) | Cum | 1186.31 | | |
| KSRRB M2200-6. Providing TMT Bars Fe 500 steel reinforcement for R.C.C. work including straightening, cutting, bending, hooking, placing in postion, lapping and/or welding wherever required, tying with binding wire and anchoring to the adjoining members wherever necessary complete as per design (laps, hooks and wastage shall not be measured and paid) cost of materials, labour, HOM complete as per specification.(I.NO 28.8.2 Page no 229, SR 2018-19) | Tn | 113.40 | | |
| Providing and laying plain/reinforced cement concrete for side drains using M20 nominal mix concrete with OPC at 300 kgs. With 20mm and sown size granite metal course aggregates at 0.69 cum and fine aggregates at 0.43 cum machine mixed, well compcted for walls and bottom including centring shuttering cost of material HOM of machinary curing etc., complete execluding cost of steel as per MORTH specification no. 1500, 1700, 2200 including cost of material labour HOM complete as per specification. (P.No.271, I.No.37.59.2 of PW, P&IWTD S.R 2018-19) | Cum | 1837.21 | | |

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| 6 | Providing and Fixing pre cast covering Slab ... thick made out of CC 1:2:4 and jelly 20mm Down size with steel reinforcement including form work,curing,including cost of alll materials, labour,hire charges of machinery, loading, unloading, lead and lift,transportation etc ,complete.As per Engineer incharge. (Data Rate) | Sqm | 2566.14 | | |
| 7 | KSRB 5-8.2 : Providing two line dressing to granite stone slab / granite stone masonry as per specifications. KBS 5.1.13 (P.No-26, I No-5.18) | Sqm | 2076.42 | | |
| 8 | Providing and fixing RCC precast cover slab of 250mm thick for drain in cement concrete 1:1.5:3 using graded granite jelly 20mm and down size with steel reinforcement, including form work, lift charges, curing and concrete finished surfaces on both sides etc, complete and as per drawing and the directions of Engineer in-charge. (Data Rate) | Sqm | 245.40 | | |
| 9 | Providing and fixing pre cast solid cement concrete kerb stones made out of CC 1:2:4 with top and bottom width 114 and 165 mm respectively, 400mm high and 450mm in length finished with CM 1:3 plastering and finishing cutting including formwork, curing, including cost of materials, labour charges of machinery, loading and unloading, lead and lift, transportation ete.,complete. (I No-5.30,P No-27 of PWD BCSR 2018-19) | Nos | 9853.00 | | |
| 10 | Painting two coats after filling the surface with synthetic enamel paint in approved shades on new plastered concrete surfaces, with materials, labour complete as per specifications. MORTH Chapter 8 Specification No. KSRRB M800-6. (P.No.180, I.No.24.1 of PW, P&IWTD SR 2018-19) | Sqm | 1330.20 | | |
| 11 | KSRRB M300-14. Excavation for roadwork in soil with hydraulic excavator of 0.9 cum bucket capacity including cutting and loading in tippers, trimming bottom and side slopes, in accordance with requirements of lines, grades and cross sections, and transporting to the embankment location to a lead of 1km and complete as per specifications. MORTH Specification No.301 (P.No-143, I No-19.14) | Cum | 221.87 | | |
| 12 | Construction of granular sub-base Grading-V as Sub-base and drainage layer by providing coarse graded crushed stone aggregates of granite/ trap/basalt material, mixing in a mechanical mix plant at OMC, Carriage of mixed material to work site, spreading in uniform layers with motor grader on prepared surface and compacting with vibratory power roller to achieve the 98 % proctor density, complete as per specifications Clause 401 of MORTH V Revision.( I No-20.5,P No-153) | Cum | 115.95 | | |

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| KSRRB M400-17. Providing, laying, spreading and compacting cushed stone aggregates of granite / trap / basalt to wet mix macadam specifications including pre mixing the material with water at OMC in mechanical mix plant carriage of mixed materials by tipper to site, laying in uniform layers with paver in sub-base/base course on well prepared surface and compacting with vibratory roller to achieve the desired density complete as per specifications(P.No-155,I No-20.18) | Cum | 173.93 | | |
| KSRRB M500-6. Providing and applying primer coat with S.S. bitumen emulsion on prepared surface of granular base such as WMM including cleaning of road surface and spraying primer at the rate of 0.60 kg / sqm using mechanical means complete as per specifications Clause 502 of MORTH V revision(P.No-158,I No-21.6), | Sqm | 773.00 | | |
| KSRRB 500-2. Cleaning the existing black topped surface with brooms, soft brushes and finally dusting with old gunny bags and / or compressed air to receive bituminous treatment including cost of all materials, labour, HOM complete as per specifications. (P.No-158,I No-21.2), | Sqm | 2497.00 | | |
| KSRRB M500-17. Providing and laying dense graded bituminous macadam using crushed aggregates of specified grading, premixed with VG30 grade bituminous binder and, transporting the hot mix to work site, laying to the required grade, level and alignment, rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction in all respects complete as per specifications Clause 505 of MORTH V revisionusing 40/60 TPH capacity H.M.P. with Mechanical paver Gr-II (50 mm to 75 mm) with 4.5 % VG-30 Bitumen (P.No-160,I No-21.17.6) | Cum | 38.65 | | |
| KSRRB 500-7. Providing and applying tack coat using 80/100 grade bitumen(VG10) on the prepared black topped surfaces at 2.5 kg per 10 sqm, heating bitumen in boiler fitted with spray set (excluding cleaning of road surface) including cost of all materials, labour, HOM complete as per specifications (P.No-161,I No-21.7) | Sqm | 3270.00 | | |

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| 18 | and filler, transporting the hot mix with a paver finisher to the required grade, level and alignment, rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction in all respects complete as per specifications. Clause 507 of MORTH V revision as per IRC SP-53-2015. using – do – using 40-60 TPH capacity HMP with mechanical paver grading II (30-45mm) with 5.4 % of modified bituminus binder consisting of 4.97% of VG-30 bitumen (60/70 grade) and 0.43% of plastomeric thermoplastics (waste plastic) (P.No.171, I.No.21.78.12) | Cum' | 130.80 | | |
| 19 | KSRRB M800-13.Road Marking with Hot Applied Thermoplastic Compound with Reflectrising Glass Beads on Bituminous Surface/ Concrete Surface: Providing and laying of hot applied thermoplastic compound 2.5 mm thick including reflectorising glass beads at 250 gms per sqm area, thickness of 2.5 mm is exclusive of surface applied glass beads as per IRC:35 standards specified. The finished surface to be level, uniform and free from streaks and holes complete as per specifications. MORTH Specification No. 803(P.No-182,I No-24.15) | Sqm | 103.10 | | |
| 20 | KSRRB M800-35. Supply and Installtion of Moulded Shank Raised Pavement Markers made of polycarbonate and ABS(Acrylonitrile Butadiene Styrene) moulded body and reflective panels with micro prismatic lens capable of providing total internal reflection of the light entering the lens face and shall support a load of 16000 kg tested in accordance to Specifications of Category A of MORTH Circular No RW/ NH/33023/10-97 – DO III Dt 11.06. 1997. The height, width and length shall not exceed 50 mm, 100 mm and 102 mm and with minimum reflective area of 13 Sqcm on each side and the slope to the base shall be 35 degree. The strength of detachment of the integrated cylindrical shanks, (of diameter not less than 19 mm and height not less than 30 mm) from the body is to be a minimum value of 500 Kg. Fixing will be by drilling holes on the road for the shanks to go inside, without nails and using epoxy resin based adhesive as per manufacturer's recommendation and complete as directed by the engineer.(P.No-187,I No-24.41) | Nos | 135.00 | | |

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| KSRB 4-1.6 ; Providing and laying in position plain cement concrete of Mix 1:2:4 with OPC @ 240kgs, with 20mm and down size graded granite metal coarse aggregates @ 0.878 cum and fine aggregtes @ 0.53cum, machine mixed, concrete laid in layers not exceeding 15 cms. thick, well compacted, in foundation, plinth and cills, including cost of all materials, labour, HOM curing complete as per specifications. Specification No. KBS 4.1, 4.2. (P.No-13,I No-4.6) | Cum | 67.17 | | |
| KSRB 5-14 : Providing and constructing load bearing wall with solid concrete blocks of size 400x200x200 mm having block density not lessthan 1800 kg/m3 and having a minimum average compressive strength 4.00 N/mm2 confirming to IS 2185 (Part) : 2005 and constructed with CM 1:4 , as per IS 2572:2005 including cost of all materials, labour charegs, scaffolding, curing complete as per specifications. KBS No.5.4 I.No.5.26.2, Page no 27 | Sqm | 88.44 | | |
| KSRB 14.6 : Providing and laying heavy duty cobble stones interlock pavers, 60mm thick using cement and course sand for manufacture of blocks of approved size, shape and colour with a minimum compressive strength of 281 kg per sqm over 50mm thick sand bed (average thickness) and compacting with plate vibrator having 3 tons compaction force thereby forcing part of sand underneath to come up in between joints, final compaction of paver surface joints into its final level, including cost of materials, labour and HOM complete as per specifications. Specification No. KBS (P.No-103,I No-14.6 of PWD BCSR 2018-19), 60mm thick | Sqm | 1864.84 | | |

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| 24 | letters and fixed over 4 mm thick Composite Material sheet having minimum 0.5 mm thick Aluminium skin on both sides with back side painted grey colour and fixed over back support frame SS angle of 15mm x 20mm x 1.2mm, supported by 38mm OD stainless steel pipe all round in 304 grade and 2 nos of vertical posts of 50 mm OD stainless steel pipe of 202 grade firmly fixed to the ground by means of properly designed foundation of size 450mm x 450mm x 600mm in 1:1.5:3 ratio cement concrete. The background shall be blue in color with letters and border in white,the item includes earthwork excavation, cost of all materials, loading,unloading, lead, lift, transportation etc., complete. as per direction of engineer incharge of work clause 6.9 of IRC 67-2012 for Type XI retro reflective sheeting from the sheeting manufacturer & a certified copy of test reports from an independent test laboratory conforming to clause 6.7 of IRC 67-2012 including outdoor weather exposure report for the retro reflective sheeting offered shall be submitted by the contractor for technical qualification in the tender (P.No-103,I No-24.59 of PWD BCSR 2018-19), | Sqm | 2.88 | | |

**Note:**

(1) Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities (refer ITB Clause 11.2 and CC Clause 37.2).
(2) Unit rates and prices shall be quoted by the Tenderer in Indian Rupees.
(3) Where there is a discrepancy between the rate in figures and words, the lower of the two will govern.
(4) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern [ITT Clause 24.1 (b)]
(5) GST will be paid separately to the Tendered Amount

## SECTION 10: FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To: ..... *[name of Employer]*
..... *[address of Employer]*

WHEREAS ..... *[name and address of Contractor]* (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. ..... dated : ..... to execute .....*[name of Contract and brief description of Works]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

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AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs. ..... *[amount of guarantee]* [38] Rupees.....*[in words]*, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of ..... *[amount of guarantee]*[39] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

[38] An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract

[39] An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract

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